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December 12, 2013

VIA ECF

Hon. Jesse M. Furman
United States District Court
Southern District of New York
40 Centre Street, Room 2202
New York, New York 10007

**Re: *Pla, et al. v. Renaissance Equity Holdings, et al.*,
12 CV 5268 (JMF)**

Dear Judge Furman:

I am an attorney at The Harman Firm, PC. We represent the Plaintiffs in the above-referenced matter. I previously wrote to the Court on November 21, 2013 (Docket Entry 99) to advise that the parties had mediated the matter and had reached a settlement in principle. That remains unchanged, and both the Plaintiffs and Defendants anticipate that this matter will be completely resolved in the very near future.

In response to that letter, the Court issued an Order the next day, November 22, 2103 (Docket Entry 100) stating, *inter alia*:

[I]t is hereby ORDERED that, on or before December 13, 2013, the parties must either (1) file a motion seeking an order that the parties' settlement need not be approved by the Court; or (2) submit the settlement agreement to the court along with a joint letter explaining the basis for the proposed settlement and why it should be approved as fair and reasonable

Unfortunately, the principal attorney at The Harman Firm, PC, Walker G. Harman, Jr., who personally negotiated the settlement in principle at the November 20, 2013 mediation, has been ill and out of the office. He therefore has not had the opportunity to review the current version of the written settlement agreement prepared by counsel for Defendants.

I have discussed this situation with Mr. Joshua Marcus, counsel for the Defendants.

Due to Mr. Harman's illness, we respectfully request a short extension of one (1) week, to Friday, December 20, 2013, to file the proposed settlement agreement and supporting documents. Mr. Marcus, for the Defendants, does not object to this request.

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Also, at this time, I am able to advise the Court that the Parties do not anticipate requesting that the Court approve any confidentiality provision in the settlement agreement.

We regret having to request this courtesy from the Court. However, it is impossible to submit a written settlement agreement to the Court for its review and approval unless Mr. Harman has had the opportunity to review it and discuss it with Mr. Marcus.

We greatly appreciate the Court's time and attention to this matter.

Respectfully submitted,
THE HARMAN FIRM, PC

s/
Peter J. Andrews

cc: Joshua A. Marcus, Esq. (via ECF)
Martin Gringer, Esq. (via ECF)
Walker G. Harman, Jr. (via ECF)